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GAF Corporation

GAF CORPORATION,

Plaintiff,

v.

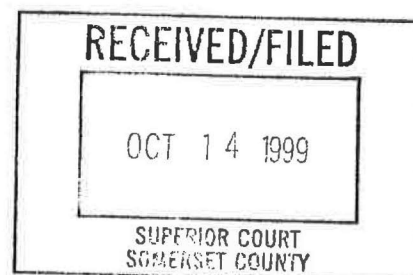
HARTFORD ACCIDENT & INDEMNITY
COMPANY, CENTURY INDEMNITY
COMPANY, AS SUCCESSOR TO CCI
INSURANCE COMPANY, AS SUCCESSOR TO
INSURANCE COMPANY OF NORTH
AMERICA, COMMERCIAL UNION
INSURANCE COMPANY, ALLSTATE
INSURANCE COMPANY, AS SUCCESSOR TO
NORTHBROOK INSURANCE COMPANY,
CERTAIN UNDERWRITERS AT
LLOYD'S, LONDON AND LONDON MARKET
COMPANIES, TRAVELERS CASUALTY &
SURETY COMPANY, AS SUCCESSOR TO
AETNA CASUALTY AND PROPERTY
COMPANY, CONTINENTAL CASUALTY
COMPANY, SUN INSURANCE
OFFICE OF AMERICA, THE NORTH RIVER
INSURANCE COMPANY, EQUITAS
REINSURANCE LTD., EQUITAS LTD.,
EQUITAS HOLDINGS LTD., EQUITAS
MANAGEMENT SERVICES LTD., and
EQUITAS POLICYHOLDERS TRUSTEE LTD.,

Defendants.

:
:
: SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION: SOMERSET COUNTY
: DOCKET NO. L-980-97

:
: Civil Action

:
: **SECOND AMENDED COMPLAINT**



Plaintiff GAF Corporation, including its predecessors, successors, subsidiaries and other
related corporate entities (hereinafter referred to as "GAF"), by way of Second Amended

Complaint against defendants, states as follows:

NATURE OF ACTION AND RELIEF SOUGHT

1. This is a civil action for damages, for declaratory judgment, for compensatory relief, for consequential damages and for punitive damages resulting from defendants' breaches of their contractual obligations to defend and indemnify GAF against liabilities for various claims and losses covered by policies of insurance sold by the defendant insurers. GAF brings this action because it finds itself in the all too familiar position of many insureds -- having paid its premiums and otherwise complied with all of its obligations under the insurance policies sold by the defendant insurers, the defendant insurers have refused to fulfill their part of the bargain. Without just cause or excuse, they have refused to indemnify or defend GAF against numerous environmental claims asserted against GAF by both private parties and governmental entities here in New Jersey and elsewhere around the country.

JURISDICTION AND VENUE

2. The Court has jurisdiction over this action because each named defendant was authorized to do business in the State of New Jersey within the time period relevant to the causes of action stated herein and/or has transacted business within New Jersey by, *inter alia*, doing a series of acts in New Jersey for the purpose of realizing pecuniary benefits; contracting to supply services in New Jersey; and contracting to insure persons, property or risks located within New Jersey.

3. Venue is proper within this county because each named defendant insurer conducts business within this county.

IDENTITY OF PARTIES

4. Plaintiff GAF is a corporation organized and existing under the laws of the State

of Delaware, with its principal place of business in New Jersey, and is qualified to do business in New Jersey. From its inception to the present date, GAF manufactured, *inter alia*, various chemical products at locations in New Jersey and elsewhere in the United States. In or about May 1967, GAF acquired by merger The Ruberoid Co. Inc., which company was a leading national manufacturer of building materials.

5. Defendant Hartford Accident and Indemnity Company ("Hartford") is a Connecticut corporation with its principal place of business in Hartford, Connecticut. Hartford is now and, at all times relevant to the Complaint, was licensed or authorized by various states, including New Jersey, to sell insurance policies, including comprehensive general liability insurance policies.

6. Defendant Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America ("Century") is a Pennsylvania corporation with its principal place of business in Philadelphia, Pennsylvania. Century is now and, at all times relevant to the Complaint, was licensed or authorized by various states, including New Jersey, to sell insurance policies, including comprehensive general liability insurance policies.

7. Defendant Commercial Union Insurance Company ("Commercial Union") is a New York corporation with its principal place of business in New York, New York. Upon information and belief, Commercial Union is the successor to, and has assumed the liabilities and obligations of, Employers Liability Assurance Corp. and Employers Surplus Lines Insurance Company. Commercial Union is now and, at all times relevant to the Complaint, WAS licensed or authorized by various states, including New Jersey, to SELL insurance policies, including comprehensive general liability insurance policies.

8. Defendant Allstate Insurance Company, as successor to Northbrook Insurance Company ("Allstate") is an Illinois corporation with its principal place of business in South Barrington, Illinois. Allstate is now and, at all times relevant to the Complaint, was licensed or authorized by various states, including New Jersey, to sell insurance policies, including comprehensive general liability insurance policies.

9. Defendants Underwriters at Lloyd's, London and London Market Companies are syndicates, corporations or other business entities or are individual underwriters at Lloyd's, London that have subscribed to one or more insurance policies sold to GAF. The subscribing companies include Andrew Weir Ins. Co. Ltd.; River Thames Ins. Co. Ltd.; Hull Underwriters Ins. Co. Ltd.; Orion Ins. Co. Ltd. ("T" Account); Swiss National Ins. Co.; Bishopsgate Ins. Co. Ltd.; City General Ins. Co.; Home & Overseas Ins. Co. Ltd.; St. Helens Ins. Co. Ltd.; World Auxiliary Ins. Co.; English & American Ins. Co. Ltd.; British Aviation Ins. Co. Ltd.; British National Life Ins. Soc. Ltd.; Excess Ins. Co. Ltd.; United Standard Ins. Co.; Dominion Ins. Co.; London & Edinburgh Ins. Co.; Anglo-Saxon Ins. Assn.; British Merchants Ins. Co.; Alba Gen. Ins. Co. Ltd.; Anglo-French Ins. Co. Ltd.; World Marine & General Ins. Co. Ltd.; Royal, Scottish Ins. Co. Ltd.; Orion Ins. Co. Ltd.; Trent Ins. Co. Ltd.; City General Ins. Co. Ltd.; Sphere Ins. Co. Ltd.; Drake Ins. Co. Ltd.; Sovereign Marine & General Ins. Co.; Balise Fire Ins. Co.; Fidelidade Ins. Co. of Lisbon; National Casualty Co. of America, Ltd.; Aggrippina Versicherungs A.G.; London & Overseas Ins. Co. Ltd.; Minster Ins. Co. Ltd.; Stronghold Ins. Co. Ltd.; Swiss Union Gen. Ins. Co. Ltd.; British National Ins. Co.; Union America Co. Ltd.; St. Katherine Co., Ltd.; Folksam International Co., Ltd.; Yasuda Fire & Marine Co., Ltd.; Winterthur Swiss Ins. Co.; Compagnie Europeenne d'Assurances Industrielles S.A.; Turegum Insurance Co; Great Atlantic Insurance Co; and Assicurazioni Generali S.p.A. The defendants

described in this paragraph are hereinafter referred to collectively as "Lloyd's." Upon information and belief, Lloyd's has consented to the jurisdiction of this court and has designated Mendes and Mount, and others, as its agents for purposes of receiving service of process issued by this Court. Lloyd's is now and, at all times relevant to the Complaint, was licensed or authorized by various states, including New Jersey, to sell insurance policies, including comprehensive general liability insurance policies.

10. Defendant Travelers Casualty & Surety Company, as successor to Aetna Casualty and Property Company ("Travelers") is a Connecticut Corporation with its principal place of business in Hartford, Connecticut. Travelers is now and, at all times relevant to the Complaint, was licensed or authorized by various states, including New Jersey, to sell insurance policies, including comprehensive general liability insurance policies.

11. Defendant The North River Insurance Company ("North River") is a New Jersey Corporation with its principal place of business in Parsippany, New Jersey. North River is now and, at all times relevant to the Complaint, was licensed or authorized by various states, including New Jersey, to sell insurance policies, including comprehensive general liability insurance policies.

12. Defendant Sun Insurance Office of America ("Sun") is a New York corporation with its principal place of business in New York, New York. Upon information and belief, Sun is the successor to, and has assumed the liabilities and obligations of, Sun Indemnity Company of New York. Sun is now and, at all times relevant to the Complaint, was licensed or authorized by various states, including New Jersey, to sell insurance policies, including comprehensive general liability insurance policies.

13. Defendant Continental Casualty Company ("Continental Casualty") is an Illinois

Corporation with its principal place of business in Chicago, Illinois. Continental Casualty is now and, at all times relevant to the Complaint, was licensed or authorized by various states, including New Jersey, to sell insurance policies, including comprehensive general liability insurance policies.

14. Upon information and belief, Equitas Reinsurance Limited, Equitas Limited, Equitas Holdings Limited, Equitas Management Services Limited and/or Equitas Policyholders Trustee Limited (hereinafter collectively, "Equitas") has assumed the contractual obligations and responsibilities for claims handling under the policies subscribed to by certain Lloyd's underwriters. Such obligations and responsibilities were transferred to Equitas through a Reinsurance and Run-off Contract executed in September 1996 ("Run-Off Contract").

15. By operation of law and in substance of fact, GAF is a third-party beneficiary of the Run-Off Contract and is entitled to receive from Equitas the coverage afforded under the relevant insurance policies.

16. Because the Equitas Claims Unit is now solely responsible for the handling of GAF's coverage claims on behalf of all underwriters subscribing to the Lloyd's policies, and because Equitas has assumed all obligations and responsibilities under the policies, including liability for any acts of Lloyd's with respect to the policies prior to the assumption by Equitas of Lloyd's obligations, Equitas must indemnify GAF based upon its breach of contract and breach of its covenant of good faith and fair dealing.

17. The above identified and described insurance companies and organizations, including Equitas, are collectively referred to as the "Insurer Defendants."

18. Hartford, Century and Commercial Union are collectively referred to as the "Primary Insurance Defendants."

19. GAF is actively defending claims for various forms of relief on account of actual or threatened property damage, bodily injury and/or personal injury that have been made by the State of New Jersey Department of Environmental Protection, the United States and/or private parties concerning wastes allegedly generated by GAF and which came to rest at sites in New Jersey as described in Exhibit "A" attached hereto. GAF also is actively defending similar claims in other jurisdictions brought against GAF, including claims in the following states: California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas and West Virginia, which are also the subject of this litigation. These claims are also described in Exhibit "A." The above described claims are hereinafter referred to as the "Underlying Claims."

GENERAL ALLEGATIONS

THE POLICIES

20. The Insurer Defendants collectively sold to GAF policies of insurance, both primary and excess, during the period from 1942 through 1984, which policies of insurance are more fully identified in Exhibit "B" attached hereto (the "Insurance Policies").

21. GAF paid all required premiums with respect to the Insurance Policies and each such policy was in full force and effect at all pertinent times.

22. All pertinent conditions to coverage have been satisfied or waived.

23. GAF has investigated and analyzed the exposure and potential exposures associated with the Underlying Claims and has brought this action against its insurance carriers whose coverage will, upon information and belief, be necessary in order to satisfy any liabilities GAF may have arising from the Underlying Claims.

THE CONTROVERSY

THE UNDERLYING ENVIRONMENTAL CLAIMS AGAINST GAF

24. Third parties, including private parties and state and federal governmental agencies, have asserted claims against GAF for environmental harms at sites in New Jersey listed on Exhibit "A" and at sites in other states also listed on Exhibit "A."

25. GAF has incurred, and will potentially incur, substantial expenses and liabilities in the defense and resolution of each of these claims.

THE INSURANCE CONTROVERSY

26. Pursuant to the terms of the Insurance Policies, GAF provided the Insurer Defendants with timely notice of the Underlying Claims and asked the Insurer Defendants to honor their obligations under the Insurance Policies to indemnify GAF with respect to the Underlying Claims and asked the Primary Insurance Defendants to honor their obligations under the Insurance Policies to defend GAF with respect to the Underlying Claims.

27. Pursuant to the terms of a Defense and Dispute Resolution Agreement entered into on or about December 18, 1986 between GAF, Hartford and Century (the "Defense Agreement"), Hartford and Century agreed to pay delineated defense costs in connection with the defense of certain environmental claims against GAF. Attached hereto as Exhibit "C" is the Defense Agreement. The claims accepted by Hartford and Century for defense and included in the Defense Agreement are set forth on Exhibit "D" (the "Included Claims"). The Defense Agreement did not encompass GAF's claims for indemnity for such environmental claims, nor did it encompass defense costs for environmental claims not specifically included in the Defense Agreement, which non-included claims are set forth on Exhibit "E" (the "Non-included Claims").

28. The Insurer Defendants have failed or declined to honor their duty to indemnify with respect to the Underlying Claims and their duty to defend the Non-included Claims.

29. As a result of the Underlying Claims, GAF has incurred substantial expenses, and it may sustain additional substantial losses and liabilities, because of property damage, bodily injury and/or personal injury (as defined in the Insurance Policies).

30. GAF reasonably expected the Insurance Policies to provide coverage for losses, liabilities and expenses incurred as a result of the Underlying Claims, and reasonably relied upon the Insurance Policies to provide comprehensive protection against the Underlying Claims.

31. Hartford and Century also have failed and refused to comply with the Defense Agreement, as a result of which GAF gave notice to Hartford and Century of GAF's termination of the Defense Agreement as of December 31, 1995. With respect to, and only with respect to, the claim for defense costs arising out of the Underlying Claims governed by the Defense Agreement, as set forth in Exhibit "D," accruing through the effective date of termination of the Defense Agreement, GAF shall pursue such claims through arbitration as provided for in the Defense Agreement, and, therefore, those claims are not included in this Complaint.

COUNT I

Declaratory Relief - Duty to Indemnify

32. Paragraphs 1 through 32 are repeated as if fully set forth herein.

33. Pursuant to the terms of the Insurance Policies, each of the Insurer Defendants is liable to indemnify GAF for all sums that GAF becomes obligated, through judgment, settlement or otherwise, to pay with respect to the Underlying Claims, and for such further liabilities as may arise from such judgment or settlement or other resolution of the Underlying Claims. Each

Insurer Defendants' contractual duty to indemnify GAF is subject only to the conditions and limitations set forth in the Insurance Policies.

34. Each of the Insurer Defendants has failed to accept its obligation to indemnify GAF for the Underlying Claims against GAF, and GAF has reason to believe that none will accept such indemnity obligations.

35. An actual controversy of a justifiable nature, therefore, presently exists between GAF and each of the Insurer Defendants concerning the proper construction of the Insurance Policies and the rights and obligations of the parties thereto with respect to the Underlying Claims.

WHEREFORE, for Count I, GAF requests that this Court enter a judgment declaring that:

- (1) Each of the Insurer Defendants, pursuant to the terms of the Insurer Defendants' respective applicable Insurance Policies, is liable to pay on behalf of GAF all sums that GAF becomes legally obligated, through judgment, settlement or otherwise, to pay with respect to each Underlying Claim (the "Duty to Indemnify"), subject only to the limits of liability (if any) expressly and unambiguously stated in the applicable Insurance Policies; and
- (2) GAF further requests that such judgment award to GAF its reasonable attorneys' fees and costs of this suit, and such other and further relief as the Court may deem just and proper.

COUNT II

For Damages for Breach of Duty to Indemnify

36. Paragraphs 1 through 36 are repeated as if fully set forth herein.

37. GAF has incurred and continues to incur substantial expense in the resolution of the Underlying Claims.

38. Each of the Insurer Defendants has failed or declined to honor its Duty to Indemnify with respect to the Underlying Claims, and GAF has reason to believe that each of the Insurer Defendants will continue to decline to do so.

39. By failing or declining to honor their Duty to Indemnify GAF with respect to the Underlying Claims, the Insurer Defendants are in breach of the Insurance Policies.

40. As a direct and proximate result of the Insurer Defendants' breaches of the Insurance Policies, GAF has been deprived of the benefits of its liability insurance coverage. By depriving GAF of its insurance coverage, the Insurer Defendants have directly damaged GAF by forcing it to make expenditures in resolution of the Underlying Claims that should be borne by the Insurer Defendants.

41. Further, as a result of such breaches of contract, GAF has been forced to incur and will continue to incur additional, reasonably foreseeable, consequential damages including, but not limited to, attorneys' fees and other expenses in prosecuting this action, lost executive time, and the lost earnings on amounts wrongfully withheld by the Insurer Defendants, which damages are not subject to any limits of liability stated in the Insurance Policies.

WHEREFORE, for Count II, GAF requests that this Court enter a judgment awarding GAF:

- (1) Compensatory and consequential damages sustained by GAF as a result of

the Insurer Defendants' breaches of their contractual duty to indemnify GAF, plus interest according to law, in amounts to be established through proof at this trial; and

- (2) Reasonable attorneys' fees and other costs of this action, and such other and further relief as the Court may deem just and proper.

COUNT III

For Declaratory Relief -- Duty to Defend of The Primary Insurance Defendants For Non-Included Claims

42. Paragraphs 1 through 42 are repeated as if fully set forth herein.

43. Pursuant to the terms of the Insurance Policies sold by the Primary Insurance Defendants, each such insurer undertook to defend GAF against claims for losses arising from property damage, bodily injury and/or personal injury and to pay liabilities which GAF incurs with respect to such claims, including the above-described Non-included Claims.

44. Pursuant to the allegations asserted in the Non-included Claims, GAF could be held liable for property damage, bodily injury and/or personal injury occurring, in whole or in part, from the date of the inception of the Non-included Claims to the present. Thus, GAF could potentially be held liable for property damage, bodily injury and/or personal injury occurring in the policy period of each of the Insurance Policies arising from one or more claims made against GAF.

45. The Primary Insurance Defendants: (1) dispute GAF's contentions as set forth above; (2) contend that the Insurance Policies that each such carrier sold to GAF do not provide full defense coverage and protection for the Non-included Claims, as listed on Exhibit "E"

attached hereto; and (3) contend that such Insurance Policies do not obligate each such carrier to defend GAF in such matters.

WHEREFORE, for Count III, GAF requests that this Court enter a judgment declaring that:

- (1) Pursuant to each Insurance Policy sold by the Primary Insurance Defendants, each such insurer shall be individually obligated to defend fully and to pay in full on GAF's behalf all expenses incurred in defense of all Non-included Claims listed in Exhibit "E"; and
- (2) GAF further requests that such judgment award to GAF its reasonable attorneys' fees and costs of this suit, and such other and further relief as the Court may deem just and proper.

COUNT IV

For Declaratory Relief -- Duty to Defend of All Primary Insurance Defendants for Included Claims Listed in Exhibit D

46. Paragraphs 1 through 46 are repeated as if fully set forth herein.
47. Pursuant to the terms of the Insurance Policies sold by the Primary Insurance Defendants, each such insurer undertook to defend GAF against claims for losses arising from property damage, bodily injury and/or personal injury and to pay liabilities which GAF incurs with respect to such claims.
48. Pursuant to the allegations with respect to the Underlying Claims, including the claims listed in Exhibit "D," GAF could be held liable for property damage, bodily injury and/or personal injury occurring, in whole or in part, from the date of the inception of the Underlying

Claims to the present. Thus, GAF could potentially be held liable for property damage, bodily injury and/or personal injury occurring in the policy period of each of the Insurance Policies arising from one or more claims made against GAF.

49. With respect to the claims listed in Exhibit "D," the Primary Insurance Defendants: (1) dispute GAF's contentions as set forth above; (2) contend that the Insurance Policies each such carrier sold to GAF do not provide full defense coverage and protection for all of the claims asserted against GAF with respect to the Underlying Claims, including the claims listed in Exhibit "D"; and (3) contend such Insurance Policies do not obligate each such carrier to defend GAF in such matters.

WHEREFORE, for Count IV, GAF requests that this Court grant a judgment declaring that:

- (1) Pursuant to each Insurance Policy sold by the Primary Insurance Defendants, except those policies issued by Hartford and Century, each such insurer shall be individually obligated to defend fully and to pay in full on GAF's behalf all expenses incurred in defense of all Underlying Claims, including those claims listed in Exhibit "D"; and
- (2) With respect to those claims listed on Exhibit "D," Hartford and Century shall be individually obligated to defend fully and to pay in full on GAF's behalf all expenses incurred on and after January 1, 1996 in defense of those claims; and
- (3) GAF further requests that such judgment award to GAF its reasonable attorneys' fees and costs of this suit, and such other and further relief as the Court may deem just and proper.

COUNT V

For Damages for Breach of Duty to Defend against All Primary Insurance Defendants for Non-Included Claims

50. Paragraphs 1 through 50 are repeated as if fully set forth herein.

51. GAF has incurred and continues to incur substantial expense in the resolution and defense of the Underlying Claims.

52. Each of the Insurer Defendants has failed or declined to honor its duty to defend with respect to the Non-included Claims, and GAF has reason to believe that each of the defendants will continue to decline to do so.

53. By failing or declining to honor their duty to defend GAF with respect to the Non-included Claims, the Primary Insurance Defendants have breached their respective Insurance Policies.

54. As a direct and proximate result of the Primary Insurance Defendants' breaches of their respective Insurance Policies, GAF has been deprived of the benefits of its liability insurance coverage. By depriving GAF of its insurance coverage, the Primary Insurance Defendants have directly damaged GAF by forcing it to make expenditures in defense of the Non-included Claims that should be borne by the Insurer Defendants.

55. Further, as a result of such breaches of contract, GAF has been forced to incur, and will continue to incur, additional, reasonably foreseeable, consequential damages including, but not limited to, attorneys' fees and other expenses in prosecuting this action, lost executive time, and the lost earnings on amounts wrongfully withheld by the defendants, which damages are not subject to any limits of liability stated in the Insurance Policies.

WHEREFORE, for Count V, GAF requests that this Court enter a judgment awarding GAF:

- (1) Compensatory and consequential damages sustained by GAF as a result of the Primary Insurance Defendants' breaches of their contractual duty to defend GAF with respect to the Non-included Claims, plus interest according to law, in amounts to be established through proof at trial; and
- (2) Reasonable attorneys' fees and other costs of this action, and such other and further relief as the Court may deem just and proper.

COUNT VI

**For Damages for Breach of Duty to Defend against
All Primary Insurance Defendants Except Hartford and Century
For Included Claims Listed in Exhibit "D"**

56. Paragraphs 1 through 56 are repeated as if fully set forth herein.

57. GAF has incurred and continues to incur substantial expense in the resolution and defense of the Included Claims, listed on Exhibit "D."

58. Each of the Primary Insurance Defendants except Hartford and Century has failed or declined to honor its duty to defend with respect to the Included Claims listed on Exhibit "D," and GAF has reason to believe that each such defendant will continue to decline to do so.

59. By failing or declining to accept their duty to defend GAF with respect to the Included Claims, the Primary Insurance Defendants, except Hartford and Century, are in breach of their respective Insurance Policies.

60. As a direct and proximate result of the breaches by the Primary Insurance Defendants, except Hartford and Century, of their respective Insurance Policies, GAF has been

deprived of the benefits of its liability insurance coverage, and has been directly damaged by forcing it to make expenditures in defense of the Included Claims listed on Exhibit "D," that should be borne by the Primary Insurance Defendants, except Hartford and Century.

61. Further, as a result of such breaches of contract, GAF has been forced to incur and will continue to incur additional, reasonably foreseeable, consequential damages including, but not limited to, the cost of attorneys' fees and other expenses in prosecuting this action, lost executive time, and the lost earnings on amounts wrongfully withheld by the defendants, which damages are not subject to any limits of liability stated in the Insurance Policies.

WHEREFORE, for Count VI, GAF requests that this Court enter a judgment awarding GAF:

- (1) Compensatory and consequential damages sustained by GAF as a result of the breaches of the contractual duty to defend GAF by the Primary Insurance Defendants, except Hartford and Century, with respect to the included Claims listed on Exhibit "D" attached hereto, plus interest according to law, in amounts to be established through proof at trial; and
- (2) Reasonable attorneys' fees and other costs of this action, and such other and further relief as the Court may deem just and proper.

COUNT VII

For Breach of the Duty of Good Faith and Punitive Damages Against All Insurer Defendants

62. Paragraphs 1 through 62 are repeated as if set forth in full herein.

63. In response to GAF's request for payment of its defense and indemnity costs in connection with the Underlying Claims, the Insurer Defendants denied coverage asserting numerous defenses which they knew were erroneous in fact and/or contrary to or inconsistent with applicable New Jersey law.

64. The Insurer Defendants had a duty to deal in good faith with GAF.

65. The Insurer Defendants breached that duty of good faith by refusing -- on grounds which they knew to be specious -- to defend GAF, to reimburse GAF for defense costs and to indemnify GAF for a share of GAF's liability.

66. As a result of the Insurer Defendants' bad faith refusal to meet their contractual obligations, GAF is entitled to recover money damages, including punitive damages, costs and payments and all other sums incurred by GAF or which may be incurred, together with the costs and disbursements of this action including, but not limited to, reasonable attorneys' fees and pre-judgment and post-judgment interest.

WHEREFORE, for Count VII, GAF requests that this Court grant judgment against the Insurer Defendants for:

- (1) Punitive damages;
- (2) Actual money damages to be proven at trial, including but not limited to any and all consequential damages, plus interest according to law; and

- (3) Reasonable attorneys' fees and costs of this suit, and for such other and further relief as this Court may deem just and proper.

McCARTER & ENGLISH, LLP
Attorneys for Plaintiff
GAF Corporation

BY: 

ANTHONY BARTELL
A Member of the Firm

Dated: October 11, 1999

EXHIBIT A

THE UNDERLYING ENVIRONMENTAL AGAINST GAF NEW JERSEY SITES AND CLAIMS

Berry's Creek (Carlstadt, New Jersey)

In or about October 1989, Morton Thiokol and Velsicol (the "Thiokol" litigation) filed complaints in the United States District Court in New Jersey alleging that certain alleged generators linked to the so-called "SCP-Carlstadt" site are responsible for contamination being remedied by plaintiffs in the "Berry's Creek" area. Plaintiffs seek, inter alia, the recovery of costs for the investigation and for clean-up of the Berry's Creek site.

CEC Bridgewater Facility (Bridgewater, New Jersey)

Through 1989, GAF owned and operated a roofing granules coloring plant in Bridgewater, New Jersey. In March 1991, it was determined that hazardous substances have been released to the soil, surface water and groundwater at this location.

Chemical Control Corporation - Federal Claim (Elizabeth, New Jersey)

On or about March 11, 1987, GAF received an information request and notice from EPA under Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq. ("CERCLA") notifying GAF that it was considered a potentially responsible party ("PRP") with respect to the costs of investigation and remediation, and for natural resource damages, incurred by and to be incurred by EPA at the Chemical Control Corporation site in Elizabeth, New Jersey. On or about August 23, 1990, GAF became a signatory to a Consent Decree between the United States and approximately 180 companies, settling the EPA's claims against GAF and the other signatories. A complaint was filed in the United States District Court in New Jersey and the Consent Decree was approved by the Court on October 28, 1991.

Chemical Control Corporation - State Claim (Elizabeth, New Jersey)

The New Jersey Department of Environmental Protection ("NJDEP") notified GAF that it was a PRP for costs of investigation and remediation incurred by the State at the Chemical Control Corporation site in Elizabeth, New Jersey.

Chemsol
(Piscataway, New Jersey)

On or about January 10, 1992, GAF received a request for information from EPA pursuant to Section 104(e) of CERCLA advising GAF that it is considered a PRP with respect to contamination found in the soil, groundwater and wells at the Chemsol site in Piscataway, New Jersey. The allegations against GAF are that waste materials from GAF's Linden facility were disposed of at the Chemsol site between 1960 and 1965.

Flowers Property
(West Deptford, New Jersey)

In or about January 1989, a landowner advised GAF and NJDEP, pursuant to the New Jersey Spill Compensation and Control Act, that asbestos-containing material, allegedly originating from GAF's Gloucester City plant in the early 1970's, was found during excavation at the Flowers Property site. The Flowers Property operated as a permitted landfill to receive industrial trash, including asbestos, and was operated as such with the approval of the site owner. On May 6, 1991, NJDEP issued a Notice of Violation ("NOV") to GAF for the disposal of hazardous substances in violation of the New Jersey Spill Compensation and Control Act.

Frenkel v. GAF
(South Bound Brook, New Jersey)

On or about August 1, 1993, a complaint was filed against GAF in Superior Court of New Jersey, Law Division, entitled Frenkel v. GAF, Docket No. L-14176-93. The complaint seeks, *inter alia*, rescission of a contract for sale of property previously owned by GAF and related damages arising from GAF's alleged use of the property as a sanitary landfill.

G.E.M.S.
(Gloucester City, New Jersey)

On or about November 1, 1985, GAF received a request for information from EPA pursuant to Section 104(e) of CERCLA relating to a landfill owned and/or operated by G.E.M.S.

Global Landfill
(Old Bridge, New Jersey)

On or about February 6, 1991, GAF received a request for information letter from the NJDEP with respect to the presence of hazardous materials at the Global Landfill in Old Bridge, New Jersey. On or about March 25, 1991, GAF received Directive #2 from the NJDEP pursuant to the New Jersey Spill Compensation and Control Act which, under penalty of fines and the possibility of treble damages, directed GAF to investigate and remediate contamination at or associated with the Global landfill.

Gloucester City
(Gloucester City, New Jersey)

GAF owns a manufacturing plant located on Charles and Water Streets in Gloucester City, New Jersey, which was used by GAF to manufacture roofing and flooring grade felt materials. NJDEP has determined that GAF is responsible for the investigation and remediation of the site, which activities are continuing.

Helen Kramer Landfill
(Mantua Township, New Jersey)

On or about February 23, 1988, GAF received a request for information from EPA pursuant to Section 104(e) of CERCLA concerning GAF's use of various transporters alleged to have disposed of hazardous waste at the Helen Kramer landfill which allegedly operated from 1965 to 1982 in Mantua Township, New Jersey.

Kenney v. Scientific
(Edison, New Jersey)

On or about August 22, 1984, GAF was served with a complaint entitled Kenney v. Scientific filed in the Superior Court of New Jersey, Law Division, alleging private tort causes of action against GAF and approximately 650 additional parties. It is alleged that Scientific Inc. hauled wastes for GAF to the Kin-Buc landfill between 1972 and 1976. A global settlement has been entered by the parties and approved by the court. GAF has made its required contribution toward this settlement.

Kin-Buc Landfill
(Edison, New Jersey)

On or about September 12, 1984, GAF received notice from EPA identifying GAF as a PRP concerning the storage of waste at the Kin-Buc landfill in Edison, New Jersey. EPA and certain parties, including GAF, have settled this claim.

Linden Facility
(Linden, New Jersey)

During a meeting on January 24, 1986, NJDEP advised GAF that groundwater contamination was discovered at GAF's Linden Facility. NJDEP has notified GAF that it will be responsible for the investigation, containment, treatment and/or removal measures which will be undertaken to prevent the contamination from continuing to migrate to third-party properties. On June 16, 1989, the NJDEP entered into an Administrative Consent Order ("ACO") with GAF which directed GAF to investigate and remediate the contamination at issue.

Lone Pine Landfill
(Freehold Township, New Jersey)

In or about May 1985, GAF received notice from the EPA that it is considered a responsible party under CERCLA for the remediation of the Lone Pine landfill in Freehold, New Jersey. On February 23, 1993, GAF joined with other indirect users in entering into a settlement of this claim, the terms of which contain a reopener provision which may require the payment of additional monies in the future.

Marvin Jonas Transfer Station
(Sewell, New Jersey)

On or about May 7, 1990, GAF received a Multi-Site Directive naming GAF as a PRP at the Marvin Jonas Transfer Station site. Upon information and belief, the site was operated by Marvin Jonas from 1969 to 1981.

PJP Landfill
(Jersey City, New Jersey)

On September 28, 1988, GAF received an Information request letter from NJDEP advising that GAF is considered a PRP for past and future costs of the investigation and remediation at a site known as the PJP landfill located in Jersey City, New Jersey. On or about February 17, 1989, NJDEP issued a Directive under the New Jersey Spill Compensation and Control Act ("Spill Act") to GAF and approximately 50 other PRPs for additional clean-up costs. On or about August 22, 1989, NJDEP issued a Directive under the Spill Act to GAF and approximately 50 other PRPs demanding payment for operation and maintenance costs associated with an interim remedy at the site. On or about May 7, 1990, NJDEP issued a Multi-Site Directive and Notice under the Spill Act regarding a number of sites including the PJP landfill. This Directive was substantially the same as the aforescribed August 22, 1989 Directive and was issued to approximately 100 additional PRPs, including GAF.

Price's Pit
(Pleasantville, New Jersey)

On or about April 1, 1985, GAF received a Department of Justice ("DOJ") notice concerning its responsibility under CERCLA for the capping of a landfill and construction of a facility to treat contaminated groundwater at the Price's Pit site near Pleasantville, New Jersey. GAF agreed to participate in a settlement of the action, entitled U.S. v. Price, which was resolved through a Consent Order. Additional litigation captioned Adkisson v. DuPont was also filed relating to this site.

Sayreville Landfill
(Sayreville, New Jersey)

On or about April 22, 1991, GAF received a Directive from NJDEP regarding remediation of the Sayreville Landfill. On or about November 23, 1994, a Complaint was filed in the United States District Court, Newark, New Jersey, by the Borough of Sayreville and certain private parties against GAF and other potentially responsible parties.

Scientific Chemical Processing, Inc.-Carlstadt
(Carlstadt, New Jersey)

On or about May 17, 1985, GAF received notice from EPA Identifying GAF as a PRP under CERCLA for the investigation and remediation of the "SCP-Carlstadt" site. Allegedly, GAF consigned certain liquid waste materials to SCP-Carlstadt. In or about September 1985, EPA entered into a Consent Order with over 100 parties, including GAF, to undertake an RI/FS at the site. Upon completion of the RI/FS, an administrative order pursuant to Section 106 of CERCLA was issued by EPA to forty-five (45) parties, including GAF, to implement an interim remedy at the site. All parties, including GAF, complied with this order. In 1990, parties liable for the remediation of Berry's Creek threatened suit against customers at this site for alleged contributions to the condition of that site.

Scientific Chemical Processing, Inc.-Lone Pine
(New Jersey)

Scientific Chemical Processing, Inc.-Newark
(Newark, New Jersey)

On or about February 12, 1985, GAF received notice from EPA that GAF is considered a PRP for the SCP-Newark site due to the alleged consignment of certain liquid waste by GAF to SCP-Newark. Pursuant to a March 1985 Consent Order to which GAF was a party, this site has been remediated. GAF contributed to clean-up costs and expenses. On or about September 18, 1988, GAF received notice of a new Participation Agreement designed to remediate the subsurface clean-up at this site.

Silsonix Corporation
(Irvington, New Jersey)

On or about April 27, 1992, EPA issued a request for information to GAF pursuant to Section 104(e) of CERCLA in connection with an investigation of the disposal of scrap film, silver and/or other precious metals at the Silsonix Corporation in Irvington, New Jersey.

South Bound Brook (Towpath)
(South Bound Brook, New Jersey)

GAF is the current owner of the Towpath site located in South Bound Brook, New Jersey. The site was used by GAF as a disposal area for asbestos-containing waste from the adjacent

Main Street Site from approximately 1935 to 1968. In or about the 1970's at the direction of NJDEP, GAF implemented closure measures at the site. On or about September 1990, NJDEP's Division of Solid Waste Management ("DSWM") issued a Notice of Violation ("NOV") to GAF requiring maintenance grade and cover at the site. GAF undertook certain remedial activities required by DSWM and submitted the engineering design for the cover and grade.

South Bound Brook (Main Street)
(South Bound Brook, New Jersey)

Until December 20, 1985, GAF owned an asphalt felt manufacturing facility located on Main Street, South Bound Brook, New Jersey. On December 19, 1985, GAF and NJDEP entered into an Administrative Consent Order requiring GAF to Investigate and remediate contamination at and around the site and the embankment of the Delaware and Raritan Canal.

South Bound Brook (Canal Road)
(South Bound Brook, New Jersey)

GAF is the owner of the Canal Road site located at 114 Canal Road in South Bound Brook, New Jersey. At the direction of NJDEP, GAF has undertaken and is continuing efforts to investigate and remediate the site and the embankment of the Delaware and Raritan Canal.

Stein v. GAF
(Gloucester City, New Jersey)

On or about September 20, 1989 an action was filed in Superior Court of New Jersey entitled Stein v. GAF, alleging that GAF was responsible for the presence of asbestos-containing material on or around eight (8) residential properties. The lawsuit was settled in 1991.

Syncon Resins
(South Kearny, New Jersey)

On or about September 15, 1986, GAF received a request for information from EPA pursuant to Section 104 of CERCLA identifying GAF as a PRP at Syncon Resins in South Kearny, New Jersey.

Transtech Industries, Inc. v. A&Z Septic Clean
(Edison, New Jersey)

In August 1990, the owners and operators of Kin-Buc landfill filed an action entitled Transtech Industries, Inc. v. A&Z Septic Clean, Civil Action No. 2-90-2578(HAA), against GAF and other parties in the United States District Court for the District of New Jersey for the costs of investigating and remediating the Kin-Buc landfill.

University Avenue - Gloucester City
(Gloucester City, New Jersey)

Site investigations conducted by NJDEP in or about May and July 1987 revealed the presence of asbestos containing material on properties located near the South Branch Newton Creek and resulted in the issuance of a Directive to GAF on or about October 14, 1987, which required investigation and remediation of the properties. These materials allegedly originated from GAF's Gloucester City plant and may have been disposed at various properties near University Avenue. On or about June 1990, GAF entered into an Administrative Consent Order with NJDEP requiring it to investigate and remediate the asbestos-containing materials.

Vanguard (Gloucester)
(Gloucester City, New Jersey)

GAF sold the Vanguard vinyl siding site located on Water Street in Gloucester City, New Jersey to Vanguard Vinyl Siding, Inc. on or about August, 1981. On or about November 27, 1992, GAF received an information request under §104(e) of CERCLA from EPA regarding the site. In or about April 1993, GAF received a Notice of Potential Liability from EPA under CERCLA based on GAF's former use of asbestos or asbestos-containing materials at the site. On or about May 20, 1994, EPA provided GAF with a draft Administrative Order on Consent requiring that GAF undertake a removal action at the site regarding asbestos and asbestos-containing materials and reimburse the EPA for past costs incurred by EPA at the site.

White Chemical Corporation
(Newark, New Jersey)

On or about July 10, 1991, GAF received an information request letter from the NJDEP notifying GAF that NJDEP was investigating the storage of hazardous specialty chemicals at White Chemical Corporation in Newark, New Jersey and that GAF has been identified as a PRP. GAF determined that it maintained only a supplier/customer relationship between it and White Chemical Corporation, which information was transmitted to the government.

SC HOLDINGS INC. V. A.A.A. REALTY CO., et al.
(Cinnaminson Landfill, Cinnaminson, New Jersey)

On or about December 8, 1995, GAF was served with a third party complaint naming it

and numerous other parties as PRPs in a cost recovery action relating to unspecified environmental conditions at the Cinnaminson Landfill, also referred to as the Cinnaminson Groundwater Contamination Site.

MIDDLESEX LANDFILL
(Middlesex, New Jersey)

In or about March, 1995, GAF was informally contacted regarding allegations by several PRP's, including the municipality of Middlesex, New Jersey, that to the extent such PRPs may be liable for conditions at the Middlesex Landfill, they would be asserting a claim against GAF for contribution for such liabilities.

LCP PROPERTY
(Linden, New Jersey)

On or about November 16, 1995, GAF received a telephone call from counsel for Hanlin PLC and was advised that Hanlin PLC is in bankruptcy and that creditors of the bankrupt estate, including the U.S. Department of Justice, may be pursuing a claim on behalf of the estate against GAF relating to conditions or liabilities arising from the former LCP property in Linden, New Jersey.

Polak, et al. v. Borough of Sayreville, et al.
(Sayreville, New Jersey)

On or about January 21, 1997, a complaint was filed against GAF by John and Theresa Polak and L.P. Brickote & Sons, alleging that GAF arranged for the disposal of hazardous substances on the plaintiffs' property.

SC Holdings, Inc. v. A.A.A. Realty Co., et al, No. 94-947(GEB)
(D.N.J.) (Cinnaminson Landfill, New Jersey)

Plaintiff, SC Holdings, Inc. ("SCH") is the owner of a sanitary landfill in Cinnaminson, New Jersey. SCH and its predecessors operated the site from approximately the late 1950's until it was ordered closed in 1980 by the N.J.D.E.P. In 1984, SCH was ordered by the U.S.E.P.A. to investigate and remediate the site. The site has been listed on the National Priorities List as the Cinnaminson Groundwater Contamination Site and covers approximately 400 acres.

On February 27, 1995, SCH filed suit against a group of defendants seeking to recover all costs associated with the site. On November 30, 1995, SCH filed a Third-Party Complaint against GAF and other defendants. SCH has alleged that the former GAF photo lab located in Philadelphia disposed of waste using a transporter named Quickway, Inc. Quickway allegedly transported certain waste to the Cinnaminson Landfill. The GAF waste is described as consisting of small dry plastic containers that held undeveloped film, discarded photographic-related paper, and other industrial plant trash.

NON-NEW JERSEY SITES AND CLAIMS

CALIFORNIA

Omega Chemical (Fontana, California)

In or about January 1995, California EPA issued a notice letter to GAF identifying it as a PRP regarding the Omega Chemical site, Fontana, California.

San Gabriel Valley (Area-1) (San Gabriel, California)

In or about January 1988, GAF received a request for information from EPA pursuant to Section 104(e) of CERCLA concerning GAF's waste disposal practices in the San Gabriel Valley area. GAF has been identified as a PRP associated with environmental contamination in this area.

3353 San Fernando Road (Los Angeles, California)

GAF was notified in or about January 16, 1997 that seventy seven persons who work at this site, which presently is owned by the City of Los Angeles and is used by the Los Angeles Police Department, are asserting claims against GAF for numerous illnesses, and predispositions to the development of such illnesses, as a result of their alleged workplace exposure to certain heavy metals and chemicals. The City of Los Angeles currently is undertaking an extensive remediation effort at the Site.

COLORADO

Lowry Landfill (Denver, Colorado)

On or about September 4, 1984, GAF received notice from EPA that it was a PRP under CERCLA with respect to the clean-up and remediation of the Lowry Landfill. Upon information and belief, GAF contracted with a transporter which transported waste material to this site.

CONNECTICUT

Gallup's Quarry (Plainfield, Connecticut)

On or about March 16, 1990, GAF received a request for information letter under Section 104(e) of CERCLA from EPA advising that GAF is considered a PRP for disposal of hazardous

materials at the Gallup's Quarry site in Plainfield, Connecticut.

FLORIDA

Bay Drums
(Tampa Florida)

On or about January 6, 1994, GAF received notice from EPA that is considered a PRP in connection with the presence of hazardous substances at Bay Drums Company, Tampa, Florida, a site engaged in waste disposal activities from 1960 through 1984.

Peak Oil
(Tampa, Florida)

On or about June 25, 1991, GAF received a notice from EPA that it considers GAF a PRP with respect to the presence of hazardous materials at the Peak Oil site in Tampa, Florida.

Sydney Mines
(Hillsborough County, Florida)

On or about February 10, 1989, GAF received a General Notice Letter from EPA notifying it that GAF is considered a PRP under CERCLA with respect to the presence of hazardous substances at the Sydney Mines site in Hillsborough County, Florida.

Tampa Stillyard
(Tampa, Florida)

In 1965, property was leased to a third-party which was returned upon termination of the lease at the end of 1980. Thereafter, it was learned that oil had leaked onto the property during the term of the lease and the Florida Department of Environmental Protection initiated an investigation in 1982.

Taylor Road Landfill
(Hillsborough County, Florida)

On or about July 8, 1991, GAF received a request for information letter under Section 104(e) of CERCLA from EPA with respect to the presence of hazardous substances at the Taylor Road Landfill. GAF is considered a PRP at the site.

Tri City Oil Conservationist Corp.
(Hillsborough County, Florida)

On or about November 7, 1989, GAF received a notice from EPA advising that GAF is considered a PRP under CERCLA with respect to the presence of petroleum products and fuel

oil waste stored at the Tri-State Oil Conservationist Corporation facility in Tampa, Florida.

GEORGIA

Chickamanga Road Site
(Walker County, Georgia)

On or about August 14, 1984, EPA notified GAF that it is considered a PRP at the Chickamanga Road site.

General Refining
(Garden City, Georgia)

On or about September 26, 1988, GAF received notice from EPA that it is considered a PRP under CERCLA with respect to the presence of hazardous substances discovered at the General Refining site in Garden City, Georgia. On information and belief, the site was in operation from 1961 to 1978. EPA sent a CERCLA Demand Letter to GAF and other PRPs requesting an Administrative Consent Order be entered by the potentially responsible parties to undertake clean-up of the site. EPA has expended costs for clean-up and expects to expend additional costs.

Marbletop Road
(Walker County, Georgia)

On or about August 14, 1984, EPA notified GAF that it is considered a PRP at the Marbletop Road site.

Mathis Brothers Landfill
(Kensington, Georgia)

On or about August 14, 1984, EPA notified GAF that it is considered a PRP with respect to the presence of hazardous materials at the Mathis Brothers Landfill owned and operated by the Mathis Brothers in Walker County, Georgia.

Shaver's Farm Landfill
(Shavers, Georgia)

On or about August 14, 1984, EPA notified GAF that it is considered a PRP at the Shavers Farm Landfill.

South Marbletop Road
(Kensington, Georgia)

On or about February 22, 1992, GAF received notice from EPA identifying GAF as a

PRP in connection with the South Marbletop site in Kensington, Georgia. EPA has required an RI/FS which is being performed by another PRP in order to investigate groundwater contamination.

ILLINOIS

Insta-Foam Products Facility (Crest Hill, Illinois)

On or about January 23, 1991, GAF received notice from Insta-Foam Products alleging that contamination of Insta-Foam's site at Crest Hill, Illinois was caused in part by the disposal of materials originating from GAF. Insta-Foam has investigated environmental contamination at the site and demanded that GAF compensate it for investigative and remedial expenditures.

INDIANA

Bald Knob Landfill (Mt. Vernon, Indiana)

On or about April 27, 1987, EPA notified GAF that it considered GAF a PRP under CERCLA with respect to the presence of hazardous substances found at the Bald Knob Landfill in Mt. Vernon, Illinois.

Enviro-Chem (Zionsville, Indiana)

On or about July 29, 1987, EPA issued to GAF a request for information letter pursuant to Section 104(e) of CERCLA notifying that GAF is considered a PRP for this site.

Seymour Recycling (Seymour, Indiana)

On or about October 14, 1987, GAF was served with a third-party complaint which named GAF and approximately ninety-nine (99) additional third-party defendants in an action arising from environmental contamination of the Seymour Recycling site in Seymour, Indiana. On or about October 26, 1987, GAF joined the Seymour Defense Group and paid certain assessments. This Defense Group negotiated a settlement to which GAF contributed.

KENTUCKY

Distler Farm Site & Brickyard Site (Louisville, Kentucky)

On or about November 15, 1985, GAF received notice from EPA under CERCLA

requesting information concerning GAF's involvement with the Distler Farm and Brickyard sites in Louisville, Kentucky, sites which are owned by Kentucky Liquid Recycling. On or about January 9, 1990, GAF was served with a third-party complaint in an action entitled Porter Paint Co. V. Aristocraft Corp., seeking recovery for costs associated with the investigation and remediation of the sites.

Lowrance
(Calvert City, Kentucky)

On or about June 2, 1989, sixteen (16) plaintiffs filed an action against local industrial plants, including GAF, alleging health injuries caused by defendants' alleged discharge of hazardous and toxic wastes into plaintiffs' properties causing personal injuries.

Maxey Flats Nuclear Disposal Site
(Morehead, Kentucky)

On or about December 1, 1986, EPA notified GAF pursuant to Section 104(a) of CERCLA that it is considered a PRP with respect to the storing of hazardous substances at the Maxey Flats Nuclear Disposal site in Morehead, Kentucky. Upon information and belief, this site operated from 1963 to 1977.

LOUISIANA

Tate Cove
(Evangeline Parish, Louisiana)

GAF was named as a defendant in the action entitled State of Louisiana v. Barnett, an action which involved the alleged contamination to property formerly owned by the BWS Corp., now bankrupt, near Opelousas, Louisiana. The site has been remediated and GAF contributed toward settlement.

MARYLAND

Kane & Lombard Site
(Baltimore, Maryland)

On or about November 16, 1987, EPA issued to GAF a notice pursuant to CERCLA that GAF is considered a PRP with respect to certain hazardous substances at the Kane & Lombard site in Baltimore, Maryland.

Maryland Sand, Gravel & Stone
(Elkton, Maryland)

On or about February 1986, GAF was notified by a PRP Group for this site that GAF was a PRP. Upon information and belief, the site operated from 1969 to 1974. On or about June 11, 1986, EPA notified GAF that it considered GAF a PRP under CERCLA with respect to hazardous substances found at the MSGS site in Maryland. On or about February 24, 1988, a Consent Order between the EPA and forty (40) PRPs, including GAF, was entered with respect to the implementation of Phase I activities, and payment of EPA past costs. GAF has entered into an agreement to participate in the funding of Phase II activities at the site.

Spectron, Inc.
(Elkton, Maryland)

On or about June 30, 1989, and July 10, 1989, GAF received requests for information and demand letters from EPA pursuant to CERCLA concerning the presence of hazardous substances at the site of Spectron, Inc. in Elkton, Maryland. EPA has issued ACOs to PRPs, including GAF, with respect to this site for the removal action, short-term remediation, and long-term remedial efforts. GAF has contributed toward settlement of this liability.

Bridgestone/Firestone, Inc. v. Board of County Commissioners
No. AMD94-2259
(D.M.D.) (Woodlawn Landfill, Maryland)

This case involves the Woodlawn Landfill, a former municipal landfill in Cecil County, Maryland. Plaintiff, Bridgestone/ Firestone, Inc., operates a plant near the landfill and is responsible for the vast majority of waste disposed at the site. Bridgestone/Firestone has conducted a remedial investigation/feasibility study for the Woodlawn site and will implement remedial action estimated to cost approximately \$30 million. In its Third Amended Complaint filed May 24, 1996, Bridgestone/Firestone is seeking contribution from approximately 80 other alleged generators, including GAF. These companies were added to bridges/one/Firestone's Complaint because they are alleged to be responsible for wastes transshipped to the Woodlawn Landfill site from a former Maryland solvent recycling facility known at various times as Galaxy Chemicals, Inc., Spectron, Inc. and Solvent Distillers, Inc.

The Woodlawn Landfill is a 38 acre site located in Cecil County, Maryland, owned and operated by Cecil County. It received wastes containing allegedly hazardous constituents from numerous parties from the early 1950's to 1980. During the period of operation, it received industrial, commercial, agricultural and municipal waste. In or around 1981, Bridgestone/Firestone, Inc., in cooperation with the State of Maryland, Cecil County and the U.S. EPA, capped, seeded and graded certain areas of the landfill. The site was placed on the National Priorities List on July 22, 1987. On December 28, 1988, Bridgestone/Firestone, Inc. signed a Consent Order with the U.S. EPA and funded a \$4,500,000 Remedial Action/Feasibility Study.

MASSACHUSETTS

Millis Groundwater (Millis, Massachusetts)

On or about November 24, 1989, GAF received a notice and demand letter from the Massachusetts Department of Environmental Protection ("MassDEP") requiring GAF to conduct an initial site investigation of its Millis roofing plant in order to determine the source of contamination of the Millis Township drinking wells. GAF has undertaken various activities in connection with the allegations of ground water contamination in compliance with the requirements of MassDEP.

Revere Chemical (Massachusetts)

Silresim (Lowell, Massachusetts)

On or about December 9, 1983, MassDEP filed an action naming GAF as a defendant with respect to hazardous materials found at the Silresim site in Lowell, Massachusetts, which, upon information and belief, commenced operations as a chemical waste reclamation site in 1971. GAF paid its share of settlement for surface cleanup and contributed to settlement of past cost claims.

Franklin Realty (Franklin, MA)

This site, which is located at 31 Hayward Street, was once owned by American Felt and Filter, which merged with GAF in 1968. GAF terminated felt manufacturing activities at the site in about 1972. In or about November, 1995, during the removal of an underground storage tank, fuel oil was discovered resting on the groundwater table. The Massachusetts DEP was notified of this, and future remediation work is planned.

MICHIGAN

Organic Chemicals Site (Grandville, Michigan)

On or about March 23, 1994, GAF received notice from the Organic Chemical Steering Committee that GAF was considered a PRP at the Organic Chemicals Inc. site in Grandville, Michigan.

MINNESOTA

East Bethel Sanitary Landfill (Anoka County, Minnesota)

On August 4, 1966, GAF was notified by Sylvester Brothers, owners of the East Bethel Sanitary Landfill, of environmental contamination at this site. The owners of the site have agreed to undertake a RI/FS. On or about March 8, 1990, GAF was served with a third-party complaint in a matter commenced by Sylvester Brothers.

Oak Grove Sanitary Landfill (Anoka County, Minnesota)

On or about March 19, 1991, GAF was served with a Special Notice Letter and a Request for Information from the EPA pursuant to CERCLA notifying it that GAF is a PRP with respect to hazardous materials found at the Oak Grove Sanitary Landfill in Anoka County, Minnesota. In or about December, 1991, EPA issued an Order requiring the PRPs, including GAF, to undertake remediation of the site.

MISSOURI

Findett/Hayford LPP Bridge Road Site (St. Charles, Missouri)

On or about September 28, 1988, Cadmus, Inc., part owner of a site located in St. Charles, Missouri, received a Request for Information letter from EPA under CERCLA due to the presence of hazardous substances at this site. Cadmus, Inc. reclaimed catalysts from GAF Chemicals during the 1970s. EPA demanded that the PRPs, including GAF, remediate the site.

Maline Creek (St. Louis, Missouri)

On or about April 20, 1993, GAF received an information request from the EPA concerning an investigation of the Maline Creek. On or about October 1994, the Missouri Department of Natural Resources contacted GAF regarding an alleged release of asbestos into the Maline Creek area.

NEW YORK

American Felt & Filter (Newburgh, New York)

In or about October 1991, GAF received notice from the owner of the American Felt & Filter site requesting that GAF contribute to the costs of investigation and remediation of the

American Felt & Filter site which was formerly owned by GAF and sold to American Felt & Filter on or about July 31, 1978. American Felt & Filter alleges that the site was contaminated, in whole or in part, by the releases of hazardous substances during GAF's ownership of the site.

BASF-South 40 LPP Site
(Rensselaer, New York)

On or about April 24, 1986, GAF received notice from BASF Corporation concerning the presence of hazardous materials located at the "South 40" portion of GAF's former Rensselaer plant, which it sold to BASF Corporation on March 31, 1978. BASF Corporation alleges that GAF's on-site waste disposal activities resulted in environmental harm to the site. Upon information and belief, BASF Corporation entered into a Consent Order on or about September 1986 to conduct a Phase II Investigation.

Charles Street Lot
(Binghamton, New York)

On or about December 6, 1983, the New York Department of Environmental Conservation ("NYDEC") issued a first notice of claim to GAF for past and future costs associated with the investigation and potential remediation of GAF's Binghamton property. On or about May 25, 1994, GAF entered into an Order on Consent with the New York Department of Environmental Conservation to conduct a Preliminary Site Assessment.

Colesville Landfill
(Colesville, New York)

On or about March 1, 1985, NYDEC initiated an administrative complaint against Broome County and GAF, Index No. T-1202-84-85, alleging that GAF is a responsible party under Article 27, Title 13 of the State Environmental Conservation Law for the investigation and remediation of hazardous materials found at the Colesville landfill in Colesville, New York, which landfill, upon information and belief, was owned and operated by Broome County. In or about January 1987, GAF and Broome County entered a Consent Order and remediation and funding agreements whereby each agreed to pay for a portion of the response costs. GAF has also agreed to reimburse Broome County for certain past costs.

Hills v. Broome County
(Colesville, New York)

In or about June, 1985, and in connection with the NYDEC's investigation of the Colesville Landfill matter, GAF was impleaded in a tort action in the United States District Court for the Northern District of New York entitled Hills v. Broome County, Civil Action No. 84-CV-1033, as a third-party defendant. GAF has contributed toward settlement of the Hills action.

Pollution Abatement Services (PAS) - Oswego
(Oswego, New York)

On or about March 1, 1982, EPA notified GAF that it is considered a PRP under CERCLA with respect to the presence of hazardous substances discovered at the PAS-Oswego site in Oswego, New York. On or about August 6, 1987, the PRPs, including GAF, reached a settlement with NYDEC and the EPA regarding response costs incurred at this site. On or about March 13, 1991, EPA issued a General Notice for additional work to the PRPs, including GAF. On or about September 30, 1991, GAF entered into an Administrative Order on Consent with the EPA to conduct investigation and remediation at the site. On or about July 1994, GAF entered into an Administrative Order on Consent to conduct further investigation and remediation at the site.

Pollution Abatement Services - Fulton Terminal
(Fulton, New York)

On or about March 21, 1988, GAF received notice from NYDEC that PRPs at the PAS-Oswego site were also considered PRPs at the satellite sites owned and operated by PAS which includes Fulton Terminals, Clothier and Volney sites. On or about November 5, 1990, GAF entered into a Consent Decree to conduct response activities at the Fulton site. On or about September 26, 1986, GAF entered into a Consent Order to conduct removal activities at the Fulton site.

PAS-Clothier
(Granby, New York)

On or about March 21, 1985, GAF received notice from NYDEC that it is a PRP at the PAS-Satellite sites including Clothier. On or about April 28, 1986, GAF signed a Participation Agreement along with other PRPs at this site.

PAS-Volney
(Oswego County, New York).

On or about March 21, 1985, GAF received notice from NYDEC that it is a PRP at the PAS-Satellite sites including Volney. On or about September 28, 1990, GAF entered into an Administrative Order on Consent concerning response costs at the site.

Town of New Windsor v. Tesa Tuck Inc.
(New Windsor, New York)

On or about March 19, 1993 GAF received a Summons and Complaint in an action entitled Town of New Windsor v. Tesa Tuck Inc. et al., 92 Civ. 8754 (S.D.N.Y.). The Complaint alleges GAF disposed of, or arranged for the disposal of, hazardous substances at the Town of New Windsor landfill during the period from 1962 to 1976.

Tri City Barrels Company
(Port Crane, Broome County, New York)

By letter dated May 23, 1991, EPA advised that GAF is a PRP under CERCLA with respect to the investigation and remediation of this site. EPA alleges that GAF and other parties sent drums to this location for reconditioning, which operations are alleged to have occurred since the 1950's. On or about May 14, 1992, GAF and other parties signed an Administrative Consent Order with EPA to undertake the RI/FS at the site, which efforts are continuing.

Vailsgate
(Newburgh, New York)

On or about May 3, 1984, GAF received a request for Information from the EPA concerning waste disposal from GAF's operation of a Vailsgate, New York flooring plant. EPA advised that it considered GAF a PRP for environmental conditions at the site.

LOEFFEL LANDFILL
(Nassau, New York)

On July 18, 1995, the Attorney General of the State of New York forwarded correspondence alleging that GAF is a PRP at the Loeffel Landfill in Nassau, Rensselaer County, New York. It is alleged that used oil may have been collected from a GAF owned facility which was disposed of at the landfill site on unspecified dates in unspecified quantities.

INTERNATIONAL PAPER CORPORATION
(Binghamton, New York)

In 1991 GAF sold to Anitec Imaging Corp. a facility in Binghamton, New York on which is alleged to have existed a variety of environmental conditions. On or about March 12, 1995, an action was commenced against GAF by International Paper Corporation, as successor in interest by way of merger to Anitec, in U.S. District Court for the Northern District of New York seeking reimbursement for environmental investigation and cleanup costs.

NORTH CAROLINA
Seaboard Chemical
(Jamestown, North Carolina)

In or about July, 1991, the North Carolina Department of Environmental, Health and Natural Resources (DEHNR) notified GAF that it is considered a PRP under North Carolina General Statutes §130A, Art. 9, for response actions associated with the presence of hazardous substances at the former Seaboard Chemical facility in Jamestown, North Carolina. The contamination caused by the presence of the hazardous materials was discovered to be moving

toward a tributary of the Deep River which feeds the Randleman Reservoir. GAF has contributed to the first phase clean up, including removing the hazardous substances stored in tanks, pipes and related equipment at the site. Investigation and remediation activities are continuing.

OHIO

Fields Brook (Ashtabula, Ohio)

On or about July 7, 1986, CAP received a letter from the PRP Steering Committee for this site in Ashtabula, Ohio, identifying GAF, among others, as a PRP for a contaminated, stream bed which flows into Lake Erie.

OKLAHOMA

Hardage Landfill (Criner, Oklahoma)

On or about May 10, 1990, GAF was served with a third-party complaint alleging responsibility for hazardous substances discovered at the Hardage Landfill near Criner, Oklahoma. On or about January 3, 1991, GAF entered into a settlement which covered all response costs.

PENNSYLVANIA

Boarhead Farm Site (Bridgeton Township, Pennsylvania)

On or about June 13, 1988, GAF received a request for information letter from EPA under Section 104(e) of CERCLA relating to GAF's possible utilization of the Boarhead Farm waste disposal site in Bridgeton Township, Pennsylvania.

Butler Tunnel (Pittston, Pennsylvania)

On or about December 30, 1985, GAF received a request for information letter under Section 104(e) of CERCLA issued by EPA notifying GAF that it is considered a PRP for hazardous substances found at the Butler Tunnel site in Pittston, Pennsylvania.

Chrin Landfill (Northampton County, Pennsylvania)

On or about October 11, 1984, GAF received a request for information letter from EPA under Section 104(e) of CERCLA regarding disposal practices at its Whitehall facility and

involvement as a PRP for hazardous materials found at the Chrin Landfill in Northampton County, Pennsylvania. On or about 1993, the EPA brought an action entitled U.S. v. Chrin, in the United States District Court for the Eastern District of Pennsylvania against several parties, including GAF, for recovery of past costs and declaratory judgment as to their future liability.

Cunard Lower Landfills
(Oplinger, Danielsville, Cunard Lower)
(Northampton County, Pennsylvania)

On or about December 12, 1983, GAF received a request for information letter issued under Section 104(e) of CERCLA informing GAF that it is considered a PRP for hazardous materials found at three (3) sites in Northampton County, Pennsylvania, including, the Oplinger Quarry Site, the Danielsville Quarry Site and the Cunard Lower Site.

Dorney Road/Oswald's Landfill
(Upper Macungie, Pennsylvania)

On or about September 2, 1988, EPA issued GAF notice that it is considered a PRP under CERCLA with respect to hazardous materials discovered at the Dorney Road Site in Upper Macungie, Pennsylvania. The Pennsylvania Department of Environmental Protection demanded that PRPs contribute to past costs and agree to perform future remediation. On or about January 25, 1993, GAF, along with other PRPs entered into a Consent Decree in an action entitled United States v. Atlas Minerals and Chemicals, (E.D. Pa.) in settlement of past and future response costs.

Erie Plant
(Erie, Pennsylvania)

Based upon allegations of buried drums, Pennsylvania Department of Environmental Protection has required the preparation of a Site Assessment Plan, which was submitted by GAF pursuant to an Administrative Consent Order dated June 26, 1992.

Heleva Landfill
(North Whitehall Township, Pennsylvania)

On or about January 27, 1988, GAF received a request for information letter from EPA under Section 104(e) of CERCLA with respect to the Heleva Landfill in North Whitehall Township, Pennsylvania. Upon information and belief, the Heleva Landfill operated from 1967 to 1981. On or about February 26, 1988, GAF was named as a defendant in an amended complaint brought by private parties for the recovery of response costs associated with the investigation and remediation of this site.

Metro Container
(Trainer, Pennsylvania)

On or about February 6, 1990, GAF received a notice from the Metro PRP Group that it may be a PRP with respect to contamination of the Metro Container Site located in Trainer, Pennsylvania. Upon information and belief, Metro Container used this site as a recycling and reclaiming facility for used drums for approximately twenty (20) years.

Mill Creek Dump
(Mill Creek Township, Pennsylvania)

On or about September 29, 1986, GAF received a letter from the Steering Committee for the Mill Creek Dump Site located in Mill Creek Township, Pennsylvania contending that GAF had been identified as a PRP under CERCLA for the presence of hazardous materials at the site. In or about September 1990, GAF received a request for information letter from EPA under Section 104(e) of CERCLA concerning GAF's association with this site.

Novak Landfill
(South Whitehall Township, Lehigh Co., Pennsylvania)

On or about September 11, 1986, GAF received notice from EPA under Section 104(e) of CERCLA that it is considered a PRP with respect to the presence of hazardous substances located at the Novak Landfill in South Whitehall Township, Pennsylvania. Upon information and belief, the site operated as a landfill from approximately 1950. On or about December 20, 1988, GAF and other PRPs entered into an Administrative Order by Consent regarding the Remedial Investigation/Feasibility Study for the site. GAF has contributed to these efforts. On or about May 2, 1994, GAF received a special notice letter from the EPA apprising GAF of its potential liability for response costs including remedial design/ remedial action.

Old Forge Landfill
(U.S. V. Iacavazzi)
(Scranton, Pennsylvania)

On or about December 2, 1985, GAF was served with notice that it was a PRP under CERCLA with respect to the finding by EPA of hazardous substances at the Old Forge Landfill Site in Scranton, Pennsylvania. On or about 1989, the United States sued GAF and other PRPs to recover response costs. On or about 1992, GAF entered into a Consent Decree to resolve this claim.

Oliver Landfill
(Waterford Township, Pennsylvania)

On September 1, 1994, a notice was received by GAF from the Pennsylvania Department of Environmental Protection identifying it as a PRP regarding the Oliver Landfill.

Piccolini
(Scranton, Pennsylvania)

On or about February 13, 1987, GAF was sued as a third-party defendant in a consolidated action entitled Piccolini v. Simon Wrecking and Mercantile Financial Co. v. Simon's Wrecking concerning a toxic tort claim brought by persons who lived in homes proximate to the Old Forge Landfill and an action brought by the mortgagee from the landfill property. On or about May 30, 1989, GAF entered into a Settlement Agreement and Release resolving these claims.

Reeser's Landfill
(Lehigh County, Pennsylvania)

On or about April 6, 1988, GAF received a request for Information letter from EPA under Section 104(e) of CERCLA concerning the disposal of industrial waste at Reeser's Landfill.

Stotler Landfill
(Altoona, Pennsylvania)

In or about June 1991, GAF received notice from Delta Quarries & Disposal, Inc. of GAF's potential association with the Stotler Landfill in Scranton, Pennsylvania. An action was filed in the United States District Court for the Western District of Pennsylvania entitled Delta Quarries & Disposal, Inc. v. ABC Mack Sales, Inc., et al. for the recovery of clean-up costs associated with the remediation of this site. GAF is a defendant in this lawsuit. On or about January 8, 1993, GAF entered into a Joint Tortfeasor Release and Settlement Agreement resolving the action.

RHODE ISLAND

Picillo Landfill
(Coventry, Rhode Island)

In or about December 1981, EPA served notice upon PRPs under CERCLA with respect to the presence of hazardous materials discovered at the Picillo Landfill in Coventry, Rhode Island. A RI/FS has been performed and EPA has demanded past costs as well as the performance of a RD/RA. Other related claims have been asserted for property damage and/or personal injury by third parties.

O'Neil v. Picillo
(Coventry, Rhode Island)

In a related cost recovery action brought by the State of Rhode Island entitled in O'Neil v. Piccolo, GAF settled with a contribution toward clean-up costs at the Picillo landfill. In a related

action in United States District Court for the District of Rhode Island for past costs at the Picillo landfill, GAF has reached a settlement with plaintiff

SOUTH CAROLINA

Carolawn Site (Clover, South Carolina)

On or about May 25, 1994, GAF was notified by the Carolawn PRP Group that it was a PRP at the Carolawn site in Clover, South Carolina.

HINSON CHEMICAL SUPERFUND SITE (Lake Wylie, South Carolina)

On or about June 28, 1995, GAF received notice that USEPA considers GAF a PRP at the Hinson Chemical Superfund Site located in Lake Wylie, South Carolina. It is alleged that materials were sent by GAF through SEPCCO of Charlotte, North Carolina for disposal or recycling at the Hinson facility and that there was a subsequent release or threat of release of hazardous substances at the Hinson facility, necessitating removal and other response actions and resulting in pollution of groundwater and the environment.

TENNESSEE

Amnicola Dump (Chattanooga, Tennessee)

On or about November 22, 1985, EPA issued GAF a request for information letter under Section 104(e) of CERCLA concerning the presence of certain hazardous substances discovered at the Amnicola Dump in Chattanooga, Tennessee. EPA issued a Special Notice to GAF, and others, directing that response actions be taken.

North Hawthorne Dump (Hamilton County, Tennessee)

On or about December 19, 1994, a notice was issued by Tennessee Department of Environmental Conservation identifying GAF as a PRP regarding the North Hawthorne Dump, Hamilton County, Tennessee.

Novacor (Chattanooga Facility) (Chattanooga, Tennessee)

On or about December 1, 1980, GAF sold certain of its business assets, including its Chattanooga manufacturing plant and real estate to Polysar, Inc. and Polysar International.

Subsequently, BASF Corporation purchased a portion of the site. On or about March 16, 1993, Novacor Chemicals Inc. (alleged successor, to Polysar) brought an action against GAF seeking contribution in connection with remediation of the site.

PB & S CHEMICAL COMPANY, INC.
(Knoxville, Tennessee)

On or about December 11, 1995, correspondence was forwarded by counsel for PB & S Chemical Company purportedly giving notice under CERCLA of a claim based upon certain alleged environmental conditions at a facility in Knoxville, Tennessee sold by GAF, as successor to Burkart Schier by merger, to PB & S Chemical Company on or about August 27, 1977. The claim relates to alleged contamination at the facility allegedly resulting from solvent and other material handling practices of GAF and Burkart Schier Chemical Company.

Chandler & Chandler v. Nova Chemicals
(Chattanooga, TN)

On or about January 31, 1997, Nova Chemicals filed a third party action against GAF, alleging that to the extent Nova is adjudged liable to the partnership of Chandler & Chandler for contamination of the groundwater located under the Chandlers' property, GAF must indemnify Nova.

TEXAS

ArChem Company Site
(Houston, Texas)

On or about April 1, 1993, GAF received notification that the Texas Water Commission had determined that a release or threatened release of hazardous substances existed at the site and that GAF has been identified as a PRP.

Martinez v. Arco
(Harris County, Texas)

In 1991, a claim was filed arising out of the treatment, storage or disposal of hazardous substances relating to Empak, Inc. in Harris County, Texas. On or about November 24, 1992, a demand for contribution to the settlement of that action was communicated to GAF.

Motco
(LaMarque, Texas)

In or about October 1984, EPA issued GAF notice that it is considered a PRP with respect to hazardous waste products discovered at the MOTCO site in LaMarque, Texas. In a related federal action, in United States v. U.T. Alexander, the United States brought an action

against Monsanto and others to recover costs expended at this site. Monsanto has impleaded GAF into this lawsuit.

Odessa Drum
(Odessa, Texas)

On or about September 17, 1992, GAF received notice from the EPA that it was a PRP at the Odessa Drum Co. Site. On or about August 23, 1994, GAF entered into an Administrative Order on Consent concerning this site.

Sheridan Site
(Hempstead, Waller County, Texas)

On or about September 17, 1984, GAF received a notice of its potential responsibility from the Steering Committee set up to effect remediation of the contamination from hazardous substances at the Sheridan Site in Hempstead, Texas. On or about February 6, 1989, EPA issued GAF a notice/information request letter under CERCLA relating to this site.

Tex Tin Site
(Texas City, Texas)

On or about September 18, 1989, EPA issued GAF a request for information letter under CERCLA regarding the presence of hazardous substances at the Tex Tin Site, a tin and copper smelting facility located in Texas City, Texas, operating since the 1940s, which identified GAF as a PRP.

WEST VIRGINIA

Artel Chemical Site
(Nitro, West Virginia)

On or about April 20, 1989, GAF received notice from EPA under CERCLA requesting information concerning GAF's possible involvement with the Artel Chemical Site in Nitro, West Virginia.

Adkisson v. DuPont

EXHIBIT B**GAF INSURANCE POLICIES**

POLICY NO.	INSURANCE CARRIER	TERM
PRIMARY POLICIES		
CLL564203	Commercial Union	10/23/42-10/23/43
LGC635	Sun	10/26/42-01/01/44
LGC1250	Sun	10/23/43-01/01/44
LGC1025	Sun	01/01/44-05/01/44
LGC1026	Sun	01/01/44-05/01/44
LGC1240	Sun	05/01/44-05/01/47
LGC1241	Sun	05/01/44-05/01/47
LB4122	Century	05/01/49-05/01/52
LB4204	Century	05/01/52-05/01/61
LB29116	Century	05/01/61-05/01/67
LAB21620	Century	05/01/67-05/01/70
GLP059936	Century	05/01/67-05/01/68
SRL2231	Century	05/01/70-05/01/75
10CYB49704E	Hartford	11/01/81-11/01/82
10CYB49713E	Hartford	11/01/82-11/01/83
10CYB49722E	Hartford	11/01/83-11/01/84
EXCESS POLICIES		
CL12475	Lloyd's	05/01/55-05/01/56
CL12886	Lloyd's	05/01/56-08/01/56
CL13105	Lloyd's	08/01/56-05/01/58
CL14140	Lloyd's	05/01/58-05/01/61

POLICY NO.	INSURANCE CARRIER	TERM
S10818	Commercial Union	05/01/61-05/01/64
E15-8096-001	Commercial Union	05/01/64-05/01/67
020094900	Lloyd's	11/01/79-11/01/82
63-008-303	Allstate	11/01/81-11/01/82
020138500	Lloyd's	11/01/81-11/01/82
020143800	Lloyd's	11/01/81-11/01/82
020151400	Lloyd's	11/01/82-11/01/83
CC#5661	London Market Companies	05/01/56-05/01/57
CC#5726	London Market Companies	08/01/56-08/01/59
CC#5940	London Market Companies	05/11/58-05/01/61
CL12476	Lloyd's	05/01/55-05/01/56
CL12887	Lloyd's	05/01/56-08/01/56
CL13106 CL13107 CL13108	Lloyd's	08/01/56-05/01/58
5727 5728 5729	Certain Companies Policies	08/01/56-05/01/58
CL14141 CL14142 CL14143 CL14144 CL14145	Lloyd's	05/01/58-05/01/61
5941 5942 5943 5944 5945	Certain Companies Policies	05/01/58-05/01/61
RDX9561724	Continental Casualty	05/01/61-05/01/64
594/U93543	Lloyd's Excess Policy	05/01/64-05/01/67

POLICY NO.	INSURANCE CARRIER	TERM
XBC 1861	Century	05/01/64-05/01/67
E15-8096-002	Commercial Union	05/01/67-05/01/70
594/U20489	Lloyd's	05/01/67-05/01/70
XBC41610	Century	05/01/67-05/01/70
XCP3686	Century	05/01/70-05/01/73
576/UE2812900	Lloyd's	05/01/70-05/01/73
DCL459375	North River	05/01/70-05/01/73
01XS 1398WCA 01WXN408 01WXN1015	Travelers	05/01/73-05/01/76
XS3677	North River	08/21/74-06/01/76
543/116598 543/116711 543/116811 51044/77	Lloyd's	05/01/76-11/01/78
XS4061	North River	06/01/76-05/15/77
543/116598	Companies Insurance Policy	05/01/76-11/01/78
1186568 1229658	National Union Fire	05/01/76-11/01/78
543/53552/78 543/53553/78 552/184050100	Lloyd's	11/01/78-11/01/81
543/53552/78 543/53553/78 552/184050100	Certain Company and PSAC Policies	11/01/78-11/01/81
552/184220300	Lloyd's	11/01/78-11/01/81
552/184220300	Certain Company and PSAC Policies	11/01/78-11/01/81
020138600	Lloyd's	11/01/81-11/01/82
020151500	Lloyd's	11/01/81-11/01/83

EXHIBIT C

[DEFENSE AND DISPUTE RESOLUTION AGREEMENT]

EXHIBIT D

CLAIMS SUBJECT TO GAF, CENTURY AND HARTFORD DEFENSE AGREEMENT

Adkisson v. DuPont
American Felt & Filter
Amnicola Dump
Artel Chemical Site
Bald Knob Landfill
BASF - South 40 LPP Site
Berry's Creek
Boarhead Farm Site
Butler Tunnel
Charles Street Lot
Chemical Control - Federal Claim
Chemical Control - State Claim
Chemsol
Chrin Landfill
Colesville Landfill
Cunard Lower Landfills (Oplinger, Danielsville, Cunard Lower)
Distler Farm Site & Brickyard Site
Dorney Road/Oswald's Landfill
East Bethel Sanitary Landfill
Enviro-Chem
Fields Brook
Findett/Hayford-LPP Bridge Road Site
Flowers Property
Gallup's Quarry
G.E.M.S.
General Refining
Hardage Landfill
Helen Kramer Landfill
Heleva Landfill
Hills v. Broome County
Insta-Foam Products Facility
Kane & Lombard Site
Kenney v. Scientific
Kin-Buc Landfill
Linden Facility
Lone Pine Landfill
Lowrance
Lowry Landfill
Marvin Jonas Transfer Station
Maryland Sand, Gravel & Stone

EXHIBIT D

CLAIMS SUBJECT TO GAF, CENTURY AND HARTFORD DEFENSE AGREEMENT (continued)

Mathis Brothers Landfill
Maxey Flats Nuclear Disposal Site
Metro Container
Mill Creek Dump
Millis Groundwater
Motco
Novacor (Chattanooga Facility)
Novak Landfill
Old Forge Landfill
O'Neil v. Picillo
Picillo Landfill
Pollution Abatement Services (PAS) - Oswego
Pollution Abatement Services - Fulton Terminal
Pollution Abatement Services - Clothier
Pollution Abatement Services - Volney
Peak Oil
PJP Landfill
Price's Pit
Reeser's Landfill
San Gabriel Valley (Area 1)
Scientific Chemical Processing, Inc. - Carlstadt
Scientific Chemical Processing, Inc. - Lone Pine
Scientific Chemical Processing, Inc. - Newark
Seaboard Chemical
Seymour Recycling
Shaver's Farm (Mathis)
Sheridan Site
Silresim
Silsonix Corporation
South Bound Brook (Towpath)
South Bound Brook (Main Street)
South Bound Brook (Canal Road)
South Marble Top Road (Mathis)
Spectron, Inc.
Stotler Landfill
Syncon Resins
Syndey Mines
Tate Cove

Taylor Road Landfill
Tex Tin Site
Tri City Oil Conservationist Corp.
United States v. Riehl (Mill Creek)
University Avenue - Gloucester City
Vailsgate
Vanguard (Gloucester)
White Chemical Corporation

EXHIBIT E

CLAIMS NOT SUBJECT TO GAF, CENTURY AND HARTFORD DEFENSE AGREEMENT

ArChem Company Site
Bay Drums
Bridgestone/Firestone, Inc. v. Bd. of County Comm.
Carolawn
CEC Bridgewater Facility
Chandler & Chandler v. Nova Chemicals, Inc.
Chickamanga Road Site
Erie Plant
Franklin Realty Site
Frenkel v. GAF
Global Landfill
Gloucester City
Hinson Chemical Superfund Site
International Paper Corporation
LCP Property
Loeffel Landfill
Maline Creek
Marble Top Road
Martinez v. Arco
Middlesex Landfill
North Hawthorne Dump
Oak Grove Sanitary Landfill
Odessa Drum
Oliver Landfill
Omega Chemical
Organic Chemicals Site
P B & S Chemical Company, Inc.
Piccolini
Polak v. Borough of Sayreville, et al.
Revere Chemical
Sayreville Landfill
SC Holdings Inc. v. A.A.A. Realty Co.
Stein v. GAF
Tampa Stillyard
Town of New Windsor v. Tesa Tuck, Inc.
Transtech Industries, Inc. v. A & Z Septic Clean
Tri-City Barrels
3353 San Fernando Road